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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Colin L. Masters, et al.

Examiner: Olga N. Chernyshev

Serial No.: 09/624,965

Art Unit: 1646

Filed: July 25, 2000

Docket: 9287ZY

For: METHOD FOR TREATING
ALZHEIMER'S DISEASE

RECEIVED

JAN 02 2003

Assistant Commissioner for Patents
Washington, DC 20231

TECH CENTER 1600/2900

**REVOCATION OF POWER OF ATTORNEY
AND GRANT OF NEW POWER OF ATTORNEY
AND CHANGE OF CORRESPONDENCE ADDRESS**

Sir:

The undersigned, a representative authorized to sign on behalf of the assignee owning all of the interest in this patent, hereby revokes all previous powers of attorney or authorization of agent granted in this application before the date of execution hereof. The undersigned verifies that Prana Biotechnology Ltd. is the assignee of the entire right, title, and interest in the patent application identified above. The undersigned hereby grants its power of attorney to Scully, Scott, Murphy & Presser:

Frank S. DiGiglio; Reg. No. 31,346
Leopold Presser; Reg. No. 19,827
William C. Roch; Reg. No. 24,972
Kenneth L. King; Reg. No. 24,223
Edward W. Grolz; Reg. No. 33,705
Peter L. Bernstein; Reg. No. 43,497

Paul J. Esatto, Jr.; Reg. No. 30,749
John S. Sensny; Reg. No. 28,757
Mark J. Cohen; Reg. No. 32,211
Richard L. Catania; Reg. No. 32,608
Steven Fischman; Reg. No. 34,594

with full power of substitution to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith.

#25
D.G.J
1/30/03

Please send all future correspondence concerning this application to the following

address:

Frank S. DiGiglio, Esq.
SCULLY, SCOTT, MURPHY & PRESSER
400 Garden City Plaza
Garden City, New York 11530
(516) 742-4343

Dated: 17 DECEMBER 2002.

By: 

(Name) GEOFFREY KEMMER

EXECUTIVE CHAIRMAN
(Title)

Prana Biotechnology Ltd.



PATENTS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Colin L. Masters, et al.

Examiner: Olga N. Chernyshev

Serial No.: 09/624,965

Art Unit: 1646

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For: METHOD FOR TREATING
ALZHEIMER'S DISEASE

Assistant Commissioner for Patents
Washington, DC 20231

RECEIVED

JAN 02 2003

TECH CENTER 1600/2900

CERTIFICATE UNDER 37 C.F.R. §3.73(b)

Sir:

1. I hereby certify that Prana Biotechnology Ltd. is the assignee of the entire right, title and interest in the patent application identified above.

2. The inventors in the above identified application have transferred their right, title and interest in and to the subject matter of the above-identified application by Assignment dated May 7, 1999 to Prana Corporation Pty Ltd., a copy of which is attached hereto.

3. Prana Corporation Pty Ltd. has changed its name to Prana Biotechnology Ltd. on January 5, 2000. A copy of the Certificate of Registration on Change of Name is attached hereto.

4. The undersigned has reviewed all the documents in the chain of title of the patent applications identified above and, to the best of undersigned's knowledge and belief, Prana Biotechnology Ltd. has title in and to the above-identified application.

5. The undersigned is an Officer of Prana Biotechnology Ltd. and is thus empowered to sign this certificate on behalf of the assignee.

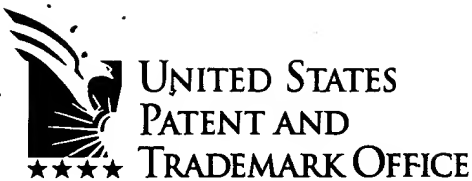
6. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

24 Dec 02
Dated

[Signature]
(Name)

Chief Operating Officer
(Title)

Prana Biotechnology Ltd.



- COPY -

CEV
2372-0071

NOVEMBER 25, 2002

PTAS
FINNEGAN, HENDERSON, FARABOW, ET AL
CHARLES E. VAN HORN
1300 I STREET, N.W.
WASHINGTON, D.C. 20005-3315

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

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102217989A

DEC 02 2002

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/05/2002

REEL/FRAME: 013263/0804
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
UNIVERSITY OF MELBOURNE, THE

DOC DATE: 05/07/1999

ASSIGNEE:
PRANA CORPORATION PTY LTD.
58-60 EASEY STREET
COLLINGWOOD
VICTORIA, AUSTRALIA 3066

SERIAL NUMBER: 08757537
PATENT NUMBER:

FILING DATE: 11/27/1996
ISSUE DATE:

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TECH CENTER 1600/2900

JAN 02 2003

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✓ Doc 12/2/02

sktd 12/02/02

99-11-2002

ET

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 2372.0071
Attorney Customer Number: 22,852

To the Honorable Commissioner
Please record the attached original.

102217989

ATTN. BOX ASSIGNMENTS

1. Name of conveying party(ies):

The University of Melbourne

2. Name and address of receiving party(ies):

Name: Prana Corporation Pty Ltd.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

3. Nature of conveyance:

Street Address: 58-60 Easey Street

☒ Assignment ☐ Merger

City: Collingwood, Victoria

☐ Security Agreement ☐ Change of Name

State: Australia Zip Code: 3066

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: May 7, 1999

☐ Yes ☒ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):

08/757,537

B. Patent Number(s):

RECEIVED

JAN 02 2003

Additional numbers attached?

☐ Yes ☒ No

TECH CENTER 1600/2900

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles E. Van Horn

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)

☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

09/10/2002 TDI A21 00000135 08757537

01 FC:581

40.00 DP

Charles E. Van Horn
Reg. No. 40,266

Signature

Date

Total number of pages including cover sheet, attachments and documents: 8

- copy -
PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the Seventh day of May, 1999

Between:

THE UNIVERSITY OF MELBOURNE, a body corporate established and existing under the Melbourne University Act 1958 (Vic) at Grattan Street, Parkville, Victoria 3052 ('the University')

And

PRANA CORPORATION PTY LTD. A.C.N. 080 699 065, a company registered under the Corporations Laws which has an office at 58 - 60 Easey Street, Collingwood, Victoria 3066 ('the Company')

BACKGROUND:

- A. The University is the registered proprietor of the patents set out in Schedule 1 (the 'Patents').
- B. The University has incurred and will continue to incur considerable costs and expenses in securing and maintaining the Patents, which costs and expenses are unlikely to be met from independent exploitation of the Patents by the University.
- C. The Company has represented that it holds rights over other patents for inventions complementary to the inventions disclosed in the Patents, and that the Patents are best exploited for the benefit of the University by assigning the Patents to the Company for independent exploitation by the Company.
- D. The Company has requested, and the University has agreed to, the assignment of the Patents in accordance with the terms and conditions set out in this Agreement.

NOW THE PARTIES AGREE as follows:

1. INTERPRETATION

- 1.1 In this Agreement, unless the contrary intention appears:

"Agreement" means this agreement and includes all Schedules and Attachments hereto;

"Commencement Date" means the date this Agreement is executed by the Party last to sign, or a date otherwise agreed in writing by the Parties;

— WPY —

"Confidential Information" means information (whether oral or recorded in any form or medium) directly or indirectly disclosed by, or acquired from, a Party ('the disclosing Party') which relates to this Agreement or a subject matter within this Agreement, which is by its nature confidential or otherwise designated as confidential by the disclosing Party, and which includes, without limiting any of the foregoing, information relating to:

- (a) any know-how and trade secrets relating to the use or exploitation of the Patents; and
- (b) administration, policies, conduct, or businesses of the University, or of any academic staff member, student, consultant, agent, licensee or contractor of the University;

but which does not include information which:

- (c) is already in the public domain or which hereafter becomes part of the public domain otherwise than through a breach of an obligation of confidence by the recipient Party; or
- (d) the recipient Party can prove was independently created by it, or was in its lawful possession before it received, obtained or accessed the information under this Agreement; or
- (e) is lawfully and bona fide obtained by the recipient Party from a third party who is not under an obligation of confidence in relation to the information;

"exploit" means the exercise of any of the rights secured by the registration of the Patents in any patent jurisdiction, and **"exploitation"** has a corresponding meaning;

"Fee" means the payments made or to be made under clause 6 in consideration of the assignment of Patents in clause 2.1;

"Improvement" means any improvement in, variation of, or modification of, the Inventions or Licensed Intellectual Property, and includes any further development (including derivative product, technology and know-how) of the Inventions or Licensed Intellectual Property (whichever is the case), irrespective of whether the same is patentable or capable of design registration;

"Intellectual Property" means all rights under statute, common law or equity in relation to inventions (including patents), copyright, registered and unregistered trade marks (including service marks), registered designs, circuit layouts,

- COPY -

Confidential Information, and other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

"Licensed Intellectual Property" means the Intellectual Property listed under section 2 of Schedule 1 for the purpose of clause 2.1(b);

"Inventions" means the inventions disclosed in the Patents, excluding any Intellectual Property (including Confidential Information) that is not expressly claimed and described in the Patents;

"Materials" includes documents, equipment, computer software, goods, information and data stored by any means;

"Net Invoice Price" means the gross invoice price payable for the sale of a Product (excluding any payments to the Company for contracted research or development of a Product) less any bona fide amounts included therein for packing, freight, transit insurance, trade, quantity or cash discounts or rebates actually allowed or taken, and government taxes and charges, PROVIDED THAT where a sale of a Product is not at arms length, or is to a person directly or indirectly controlling, controlled by, under common control with, or enjoying a special relationship for favoured course of dealing with the Company or any licensee or sub-licensee of the Patents or Licensed Intellectual Property, the **"Net Invoice Price"** is the amount that would be charged on an arms length basis to a bona fide third party, less any of the above deductions as are factually applicable;

"Parties" means the parties to this Agreement, and **"Party"** means either party as the context indicates;

"Product" means any product produced or sold and any service provided with the use of the Patents or Inventions, where such production, sale or service in the place where it is carried out would, but for the ownership of the Patents by the Company or a licence of the Patents granted by the Company, amount to an infringement of the Patents;

"Research" means the research to be conducted by the University utilising solely the funds paid by the Company under clause 6.1(a)(ii);

"Royalties" means any amount received by the Company by way of royalties on Products sold by licensees and sub-licensees of the Patents, to the extent such payments derive from the exploitation by the licensees and sub-licensees of the Patents or the Licensed Intellectual Property;

"sale", "sell", "sold" includes selling, licensing, hiring out, assigning or otherwise supplying or disposing of, or allowing the use by third parties of, or providing to third parties any Inventions or any Product; and

- copy -

"University Use" means use by the University for any research or educational purposes, including any such use by a third party (being a not for profit research or academic institution) for, on behalf of, or in collaboration with, the University.

1.2 In this Agreement, unless the contrary intention appears:

- (a) clause headings are for reference only, and are not relevant to the interpretation of the provisions under them;
- (b) a reference to a clause includes a reference to all of its sub-clauses;
- (c) words in the singular includes the plural and vice versa;
- (d) words importing a gender includes any other gender;
- (e) a person includes a body corporate, a partnership and an unincorporated association;
- (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (g) all monetary amounts are in the Australian currency.

1.3 If a conflict arises between a provision in a clause of this Agreement and a provision in a Schedule or Attachment, the provision in the clause prevails over that in the Schedule and Attachment, and the provision in a Schedule prevails over that in an Attachment.

2. AGREEMENT

2.1 The University agrees, on the terms and conditions of this Agreement, to:

- (a) assign the Patents to the Company; and
- (b) grant to the Company an exclusive licence to use Licensed Intellectual Property anywhere in the world to exploit the Patents.

2.2 The assignment and licence in clause 2.1 do not override or automatically satisfy any laws or other requirements applicable to an exercise of the rights granted in clause 2.1. The Company must comply, and is solely responsible for complying, with such laws and requirements before exercising any such rights.

- COPY -
- 2.3 This Agreement commences on the Commencement Date and remains in effect until terminated by written agreement by the Parties or under clause 16. The licence granted in clause 2.1(b) terminates upon the expiry of all the Patents, or upon the termination of this Agreement, whichever occurs earlier.

3. RESTRICTIONS

- 3.1 In relation to the rights assigned and/or licensed under clause 2.1:
- (a) the Company hereby grants to the University the irrevocable, royalty-free right of the University to use and authorise the use of the Patents and the Licensed Intellectual Property for any University Use provided that the University does not create any commercial product for a third party through such use; and
 - (c) the Company must not assign or transfer the Patents in any manner without the express prior written consent of the University within the first five (5) years after the Commencement Date, such consent not to be unreasonably withheld. This provision does not restrict the Company from licensing the Patents.

4. SPECIFIC CONDITIONS OF LICENCE

- 4.1 The Company must not use Licensed Intellectual Property for any purposes other than for exploiting the Patents in accordance with this Agreement.
- 4.2 The Company must not grant any sub-license in respect of the Licensed Intellectual Property that is independent of the use of the Patents. It may sub-license Licensed Intellectual Property for use in connection with the Patents with the prior written approval of the University, which approval will not be unreasonably withheld and may be subject to such reasonable terms and conditions as are necessary in order to protect the value of the Licensed Intellectual Property.
- 4.3 Unless otherwise agreed in writing by the University, each sub-license granted under clause 4.2 must be subject to terms and conditions no less onerous than those that apply to the Company under this Agreement in respect of the Licensed Intellectual Property, and the rights granted thereunder in respect of the Licensed Intellectual Property must not be greater than those of the Company under this Agreement.
- 4.4 The Company must enforce the terms and conditions of the sub-license. Notwithstanding the sub-license, the Company remains fully responsible for all acts and omissions of each sub-licensee and their employees, agents and

- copy -

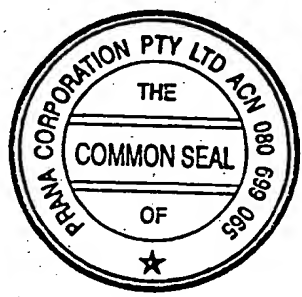
28. CONFLICT OF INTEREST

28. The Company warrants to the best of its knowledge and belief that, at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to its performance of this Agreement.
- 28.2 If during the term of this Agreement a conflict risk of conflict of interest arises, the Company must notify the University immediately in writing of that conflict or risk, and must do everything it can (including complying with any reasonable requirements of the University) to remove the conflict or risk of conflict.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date written above.

GIVEN under the COMMON SEAL of)
THE UNIVERSITY OF MELBOURNE)
by direction of an officer authorised for the)
purpose under Statute 1.5.4 of the)
University of Melbourne Statutes)
.....)
Authorised Officer)
.....)
Registrar)

The COMMON SEAL of PRANA)
CORPORATION PTY LTD A.C.N. 080)
699 065 has been affixed here in)
accordance with its Articles of Association)
in the presence of:)
.....)
Director)
.....)
Director/secretary)



— cdp —

SCHEDULE 1

Patents:

Title: A method of assaying and treating Alzheimer Disease

Inventors: Bush, Beyreuther, Masters

Status: International Patent: PCT/AU92/00610

Australian Patent: 29263/92

Canadian Patent: 2123211 2 (A)

European Patent: 92923431.8

Japanese Patent: 508824/93

US Patent (pending): 08/757,537

Licensed Intellectual Property

Nil.

ASSIGNMENT OF PATENTS

Agreement between the University of Melbourne and Prana Corporation P/L

Page 24 of 24



UNITED STATES
PATENT AND
TRADEMARK OFFICE



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D2372-0071
CEV/650

NOVEMBER 26, 2002

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DEC 02 2002

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

FINNEGAN HENDERSON FARABOW GARRETT &
DUNNER, LLP - CHARLES E. VAN HOM
1300 I STREET, N.W.
WASHINGTON, D.C. 20005-3315

FINNEGAN, HENDERSON,
FARABOW, GARRETT & DUNNER, LLP



102217990A

UNITED STATES PATENT AND TRADEMARK OFFICE
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REFERENCED BELOW.

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INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/05/2002

REEL/FRAME: 013266/0275
NUMBER OF PAGES: 2

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
PRANA CORPORATION LTD.

DOC DATE: 01/05/2000

ASSIGNEE:
PRANA BIOTECHNOLOGY LTD.
58-60 EASEY STREET
COLLINGWOOD, VICTORIA, AUSTRALIA

3066

SERIAL NUMBER: 08757537
PATENT NUMBER:

FILING DATE: 11/27/1996
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TECH CENTER 1600/2900

JAN 02 2003

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12-5-02

DHD IMS
-02-02



102217990

IEET

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 2372.0071
Attorney Custom r Number: 22,852

ATTN. BOX ASSIGNMENTS

To the Honorable Commissioner
Please record the attached original.

1. Name of conveying party(ies):

Prana Corporation Ltd.

2. Name and address of receiving party(ies):

Name: Prana Biotechnology Ltd.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

3. Nature of conveyance:

☐ Assignment ☐ Merger

Street Address: 58-60 Easey Street

City: Collingwood, Victoria

☐ Security Agreement ☒ Change of Name

State: Australia Zip Code: 3066

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: 01/05/00

☐ Yes ☒ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):

08/757,537

B. Patent Number(s):

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JAN 02 2003

Additional numbers attached?

☐ Yes ☒ No

TECH CENTER 1600/2900

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles E. Van Horn

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)

☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

09/10/2002 TDI A21 00000134 08757537

01 FC:581

40.00 OP

Charles E. Van Horn
Reg. No. 40,266

Charles E. Van Horn

Signature

09/05/02

Date

Total number of pages including cover sheet, attachments and documents: 2

- copy -

OAKLEY THOMPSON & CO
17th Fl
500 Collins Street
MELBOURNE VIC 3000

Remove this top section if desired before framing

Certificate of Registration on Change of Name



This is to certify that

PRANA CORPORATION LTD

Australian Company Number 080 699 065

did on the fifth day of January 2000 change its name to

PRANA BIOTECHNOLOGY LTD

Australian Company Number 080 699 065

The company is a public company.

The company is limited by shares.

The company is registered under the Corporations Law of
Victoria and the date of commencement of registration
is the eleventh day of November, 1997.

**I hereby certify that this is a
true and complete copy
of the original document**

S. S. Shrimpton

SALLY ANN SHRIMPTON
3rd Floor, 509 St. Kilda Rd, Melbourne 3004
A current practitioner within the meaning
of the Legal Practice Act 1996.

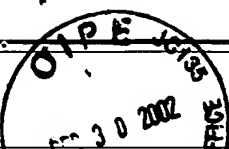

Issued by the
Australian Securities and Investments Commission
on this fifth day of January, 2000.

Alan Cameron

Alan Cameron
Chairman

CERTIFICATE

GP 1646

	TRANSMITTAL LETTER (General - Patent Pending)		Docket No. 9287ZY
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In Re Application Colin L. Masters, et al.

Serial No. 09/624,965	Filing Date July 25, 2000	Examiner Olga N. Chernyshev	Group Art Unit 1646
--------------------------	------------------------------	--------------------------------	------------------------

Title:

METHOD FOR TREATING ALZHEIMER'S DISEASE

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JAN 02 2003

TO THE ASSISTANT COMMISSIONER FOR PATENTS:

TECH CENTER 1600/2900

Transmitted herewith is:

Executed Certification Under 37 CFR 3.73(b); Copies of Executed Assignment and Recordation, Notice of Recordation of Assignment and Certificate of Registration on Change of Name; and Executed Revocation of Power of Attorney and Grant of New Power of Attorney and Change of Correspondence Address

in the above identified application.

- ☒ No additional fee is required.
- ☐ A check in the amount of _____ is attached.
- ☒ The Assistant Commissioner is hereby authorized to charge and credit Deposit Account No. **19-1013/SSMP** as described below. A duplicate copy of this sheet is enclosed.
 - ☐ Charge the amount of _____
 - ☒ Credit any overpayment.
 - ☒ Charge any additional fee required.



Signature

Dated: December 26, 2002

Peter I. Bernstein
 Registration No. 43,497
SCULLY, SCOTT, MURPHY & PRESSER
 400 Garden City Plaza
 Garden City, NY 11530
 (516) 742-4343

I certify that this document and fee is being deposited on **12/26/02** with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.



Signature of Person Mailing Correspondence

Janet Grossman

Typed or Printed Name of Person Mailing Correspondence

PIB/XZ:dg/ab

cc: